Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon VA Rationale
			Network Architecture		
			terminate the provision of Tandem Transit Service between AT&T and a third party carrier within 60 days after AT&T and that carrier have reached a traffic threshold of (1) DS1 volume of traffic for any three months in any consecutive six month period, or for any consecutive three months. Id. *Verizon suggests that this proposed threshold should be found to be reasonable because it uses a DS-1 threshold for its traffic. Verizon Direct Network Architecture Testimony Non-Mediated Issues at 36. However, there is no parallel between Verizon's and a CLEC's costs to establish direct trunking. Verizon has a pre-existing network connecting each of its serving wire centers within a LATA, which provides Verizon a substantially lower traffic volume threshold at which direct trunking becomes economical. CLECs have a considerably more complicated decision to determine when it is efficient to directly trunk to a certain ILEC end office. First and foremost, a new interconnection agreement must be negotiated and executed between the CLEC and the third party, which, itself, may be a time consuming, costly and sometimes fruitless effort. Second, to establish new interconnection is far more*	*Message Interface ("EMI") standard and exchange records between the Parties.* *7.2.3 AT&T shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which ~~it~~ Verizon terminates Telephone Exchange Service traffic (originated by AT&T) that transits a Verizon Tandem Office. Such arrangements shall provide for direct interconnection by AT&T with each such CLEC, ITC, CMRS carrier or other LEC, without the use of Verizon's Transit Service.* *7.2.4 Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls to a particular CLEC, ITC, CMRS carrier or other LEC for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Threshold Level"). At such time that AT&T's Tandem Transit Traffic exceeds the Threshold Level, upon receipt of a written request from AT&T, Verizon shall continue to*	

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			Network Architecture		
			complex than simply augmenting an existing interconnection, as Verizon would do. Factors that AT&T considers include: costs to build out the AT&T network to that location, costs to lease facilities from the ILEC or another carrier, revenue projections and forecasts of AT&T services which may be provided through that location, both UNE and facility based; traffic trunk forecasts; and constraints on capital which may be required for other projects. Revised Talbott/SchellRebuttal Testimony Non-Mediated Issues at 32. Clearly, it is unreasonable to hold AT&T to the same direct trunking traffic thresholds that Verizon sets for itself because the two parties have vastly different situations. Verizon's proposed fixed threshold prevents AT&T from determining the most efficient method for interconnection, and instead requires it to direct trunk regardless of the economics of the situation. *Third, Verizon suggests this requirement is supported by its need to address tandem exhaust issues. Verizon Response at 20, Verizon Direct Network Architecture Testimony Non-Mediated Issues at 36. However, in order for an incumbent LEC to justify refusal to provide*	*provide Tandem Transit Service to AT&T (for the carrier in respect of which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, AT&T shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. At the end of the Transition Period, Verizon may, in its sole discretion, terminate Tandem Transit Traffic Service to AT&T with respect to the subject third party carrier, provided however, that if AT&T has (i) exercised its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with such subject carrier; and (ii) through no fault of AT&T such subject carrier has failed to enter into such an arrangement; and (iii) immediately upon the expiration of the Transition Period, AT&T files a petition with the Commission (with a copy provided to Verizon on the same date) to establish reciprocal Telephone Exchange Service traffic arrangements with the*	

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			Network Architecture		
			interconnection or access at a point requested by another carrier, it ". . . must prove to the state commission, with clear and convincing evidence, that specific and significant adverse impacts would result from the requested interconnection or access." Local Competition Order ¶ 203. Verizon has not provided any type of specific information that would demonstrate significant adverse impacts. Moreover, since the traffic thresholds are applied uniformly without regard to the actual level of congestion at a particular tandem, the proposal is on its face unreasonable. Verizon can avoid tandem exhaustion through proper forecasting and deployment of additional tandem switching capacity. Revised Talbott/SchellDirect Testimony Non-Mediated Issues at 55. Even if Verizon must bear the cost to deploy additional tandem capacity to its network to accommodate indirect interconnection at its tandem switches, that does not meet the "significant adverse impact" established by the Commission. Verizon's rates for tandem interconnection fully compensate Verizon for its forward-looking costs to deploy additional capacity. Id. At 55. *Moreover, as with Verizon's position*	*subject third party carrier, then Verizon will not terminate the Transit Traffic Service until the Commission has ruled on such petition. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to AT&T, AT&T shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.* *7.2.5 Except as otherwise provided in Section 7.2.4 hereof, if AT&T does not implement and provide notice to Verizon of the implementation of the reciprocal Telephone Exchange Service arrangement as specified in Section 7.2.3 above within one hundred eighty (180) days of the initial traffic exchange with the relevant third party carrier(s), then, in addition to any and all Tandem Transit Service rates and charges provided for in this Agreement, AT&T shall pay Verizon the monthly Transit Service Billing Fee, as set forth in Exhibit A hereto, for each such carrier in respect of which AT&T has not entered into such an arrangement.* *7.2.6 AT&T shall pay Verizon for*	

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			on Issue I.1A, Verizon's proposal on transit traffic targets CLECs local traffic, but Verizon does not impose similar restrictions on IXC traffic that is routed through Verizon's tandems, presumably because Verizon collects higher-priced access charges for this traffic. Compared to the volume of traffic that IXCs pass through Verizon's access tandems, the volume of CLEC transit traffic is de minimus. Id. *at 56.* *However, the effect of a direct interconnection requirement on CLECs would be significant. It is common among the industry today for parties that are indirectly interconnected to exchange transit traffic on a bill and keep basis without executing an interconnection agreement (ICA). This practice of indirect interconnection is efficient from both a traffic routing perspective, and from an administrative perspective. The type of direct interconnection Verizon would require, however, introduces a variety of additional considerations, such as: one-way versus two-way trunking, billing and recording, signaling, and allocation of interconnection expenses between the parties. All of these issues, of course, will have to be negotiated between the parties – not an insignificant task.*	*Transit Service that AT&T originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.*	

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			Network Architecture		
			The obvious outcome of this requirement will be an increase in ICA arbitrations between CLECs and ITCs that will place an additional burden on the parties themselves and on the already overworked state commissions. For the agreements between non ITC-CLECs – arbitration is not an option because it is not provided for in the Act. In those instances, the alternative to arbitration is to either concede to objectionable interconnection terms, resulting in an unprofitable business plan, or simply exit the business in the affected rate centers since Verizon refuses to provide tandem service after a certain time period. Id. At 57. Finally, if the Commission is concerned that ILECs in general are experiencing an amount of tandem exhaust that could negatively effect the development of an efficient network, it would be appropriate for the Commission to examine the issue in a generic rulemaking proceeding, where it can solicit a broad range of industry input to identify the extent of the problem and, if a problem in fact exists, it can craft a solution that is tailored to the problem's true parameters, and that will apply to all industry sectors, as appropriate. The Commission cannot and should not try to address such an industry wide issue in the context of an individual		

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			Network Architecture		
			arbitration. Instead, it should affirm Verizon's existing obligation to provide indirect interconnection until the Commission has an opportunity to determine whether a limit on this obligation is actually in the public, rather than just in Verizon's, interest. *ENDNOTES* *1/ Indirect interconnection was described by the FCC in the Local Competition Order as interconnection to other carriers via the incumbent's network; which is precisely what transit service provides. Local Competition Order at ¶997.*		
III-2	**Should Verizon be required to provide transit service at TELRIC-based rates?** *Should transit services be priced at TELRIC, regardless of the level of traffic exchanged between AT&T and other carriers?*	**10.5 Tandem Transit Switching Rate. When either Party uses the other Party's network to pass a local call to a third party LEC, CLEC, or CMRS provider, it shall pay a Tandem Transit Switching Rate equal to the tandem switching rate element set forth in Attachment I.**	**When transit service is provided, the TELRIC compliant tandem switching rate is the appropriate compensation.** **Verizon has stated that it will charge the tandem switching rate for transit traffic up to a DS-1 level but proposes above cost charges for transit traffic above the DS-1 level. There is no basis for different charges when transit traffic is greater than, as opposed to less than, a DS-1 level. The cost to provide the transiting function is the same whatever the volume. The TELRIC based tandem switching rate fairly reimburses Verizon for the cost of the tandeming function. Also, Verizon has provided no**	**See Issue III-1** *7.2.4 Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls to a particular CLEC, ITC, CMRS carrier or other LEC for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Threshold Level"). At such time that AT&T's Tandem Transit Traffic exceeds the Threshold Level, upon receipt of a written request from AT&T, Verizon shall continue to*	As indicated in response to Issue III-1, Verizon VA provides this service to Petitioners as an accommodation. It provides transit services at TELRIC-based rates up to a traffic level of a DS-1 per third-party carrier. If Verizon VA is providing transit services up to the DS-1 level of traffic, it will do so at TELRIC-based rates, i.e., a tandem switching charge. Verizon VA will also pass through any charges from the third-party carrier. If, however, the Petitioners insist that Verizon VA provide tandem transit services beyond the DS-1 level, Verizon VA would be willing to do so, for a limited time, subject to additional charges that are not

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			Network Architecture		
			explanation regarding the derivation of the above-cost charges it wishes to levy. (Grieco/Ball Rebuttal, 8/17, at 39). *Transit Service provides transport of traffic between CLECs, ITCs or wireless providers that are not directly interconnected with one another – via the ILEC tandem. Since Transit Service is nothing more than the provision of indirect interconnection by the ILEC,[1] and since the ILEC has an obligation to provide interconnection at TELRIC-based costs pursuant to §252(d) of the Act, Verizon has the obligation to provide Transit Service to AT&T at TELRIC-based costs. This pricing standard should apply regardless of the level of traffic or the time frames over which the ILEC carries the traffic during the term of the Interconnection Agreement. This is true because any incremental pricing methodology should already cover both the costs of carrying the traffic, as well as the costs of any new tandems that might be necessary in the future. Revised Talbott/SchellDirect Testimony Non-Mediated Issues at 60.* *Verizon refuses to price its Transit Service at TELRIC-based rates. Rather, Verizon proposes three*	*provide Tandem Transit Service to AT&T (for the carrier in respect of which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, AT&T shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. At the end of the Transition Period, Verizon may, in its sole discretion, terminate Tandem Transit Traffic Service to AT&T with respect to the subject third party carrier, provided however, that if AT&T has (i) exercised its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with such subject carrier; and (ii) through no fault of AT&T such subject carrier has failed to enter into such an arrangement; and (iii) immediately upon the expiration of the Transition Period, AT&T files a petition with the Commission (with a copy provided to Verizon on the same date) to establish reciprocal Telephone Exchange Service traffic arrangements with the*	necessarily TELRIC-based. In that instance, Verizon VA would charge a transit service trunking charge and a transit service billing fee. These charges are not TELRIC-based, nor should they be, because Verizon VA is not obligated to provide transit services. These additional charges are intended to make Verizon VA whole for the service it provides and also supply Petitioners with an incentive to enter into their own interconnection agreements. Verizon VA Direct Testimony on Non-Mediation Issues, pages 34-36, 40; Verizon VA Rebuttal Testimony on Non-Mediation Issues, pages 19-21, 24-25.

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			Network Architecture		
			different charges related to Transit Service; and only one of the three proposed Transit Service charges, by Verizon's own admission, are TELRIC-based. Verizon Response at 26. The Transit Service Charge is the TELRIC-based tandem switching charge. Id.at 60-61. This TELRIC based switching charge fully compensates Verizon for the costs associated with the tandem switching and transport incurred by Verizon to deliver the AT&T call to the third party carrier. This rate also includes compensation to allow Verizon to make network additions, should such additions become necessary. Id. at 61. *The only remaining legitimate costs associated with Transit Service are any costs that Verizon is asked to pay by the third party terminating carrier. With respect to these costs, AT&T has agreed to reimburse Verizon for any such charges imposed by the third party carrier associated with termination of an AT&T call. Thus, through payment of the Transit Service Charge and AT&T's agreement to pay any third party terminating carrier charges, Verizon's total costs associated with providing Transit Service are recovered. Id.* *Verizon, however, does not limit its*	*subject third party carrier, then Verizon will not terminate the Transit Traffic Service until the Commission has ruled on such petition. If, at the end of the Transition Period Verizon does not terminate the Transit Traffic Service to AT&T, AT&T shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.* *7.2.5 Except as otherwise provided in Section 7.2.4 hereof, if AT&T does not implement and provide notice to Verizon of the implementation of the reciprocal Telephone Exchange Service arrangement as specified in Section 7.2.3 above within one hundred eighty (180) days of the initial traffic exchange with the relevant third party carrier(s), then, in addition to any and all Tandem Transit Service rates and charges provided for in this Agreement, AT&T shall pay Verizon the monthly Transit Service Billing Fee, as set forth in Exhibit A hereto, for each such carrier in respect of which AT&T has not entered into such an arrangement.* *7.2.6 AT&T shall pay Verizon for*	

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			Network Architecture		
			charges to the Transit Service Charge. Rather, Verizon proposes to include two additional charges for this service - a Transit Service Trunking Charge and a Transit Service Billing Fee. *The Transit Service Billing Fee is to be applied if the tandem is used to route the transit traffic beyond an initial 180 days from the effective date of the Agreement, or if a DS-1 threshold is exceeded for three consecutive months, or any three months during the first six months of the Agreement. Verizon has stated that this fee is designed to ensure that Verizon "does not suffer" because of the CLEC's failure to interconnect with other carriers.*[2] *The Transit Service Trunking Charge which Verizon states is equivalent to a tandem port charge, is levied for 60 days after the above referenced 180 days, or if traffic levels have exceeded the DS-1 threshold for three consecutive months or any three months during the initial 180 day period. Verizon states that this port charge is assessed to account for the additional transport and tandem switching incurred to accommodate such traffic beyond the DS-1 threshold. Verizon Rebuttal Network Architecture Testimony Non Mediated*	*Transit Service that AT&T originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.*	

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			Network Architecture		
			Issues at 24. *Both of these additional charges, Verizon states, are intended to make Verizon "whole" for its provision of Tandem Transit Service and also to give CLECs an incentive to enter into their own direct interconnection agreements with other carriers. Verizon Answer at 26. However, the pricing standards established by the FCC for interconnection are not to be based on some amorphous concept designed to make the ILEC "whole," nor are they to be developed as a type of penalty to give CLECs an incentive to get their interconnection traffic off the ILEC's network. The pricing should be TELRIC-based; and as explained above, the single Transit Service Charge covers all the costs incurred by Verizon to carry the transit traffic to the third party carrier. It is clear then that the additional charges proposed are over and above the amount the Company is allowed to charge pursuant to §252 (d) of the Act.* *Not only do these two transit charges lack any reasonable cost support, but the application of these charges also appear to be based upon arbitrary time and capacity thresholds. For example, Verizon states that the DS-1 threshold is proposed to "reasonably*		

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			Network Architecture		
			limit congestion" at the Verizon tandems. Verizon Response at 25, Verizon Direct Network Architecture Testimony Non-Mediated Issues at 35. However, other than this single unsupported statement Verizon has provided not a single shred of evidence to demonstrate why such a threshold is appropriate. Moreover, given the fact that the charges to which this threshold is applicable apply across the board regardless of the level of congestion at a particular tandem, this assertion lacks any legitimacy. The time frame thresholds, as well, are entirely arbitrary. Both the Transit Service Billing Fee and the Transit Service Trunking Charge could be applied after 180 days - even if there was only one Transit Service Call a day carried over Verizon tandems. Such a proposal is clearly unreasonable, anticompetitive, and has no relation to either Verizon's costs or to its alleged concerns with tandem congestion, and thus should be rejected. *ENDNOTES:* *1/ The FCC in its Local Competition Order at § 997 stated that CLECs have the right pursuant to §251(a)(1), to determine, based on their own economic and technical considerations, whether to connect*		

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			Network Architecture		
			directly or indirectly with other carriers. Indirect interconnection was described to be interconnection via an incumbent LEC's network. *2/ In re: Applications of AT&T Communications of Virginia, Inc., TCG Virginia, Inc. ACC National Telecom Corp., MediaOne Of Virginia, MediaOne Telecommunications OF Virginia, Inc. Case No. 000282, Responses of Verizon-Virginia, Inc. To The Issues List Filed By AT&T Communications of Virginia, Inc., et al. (November 14, 2000) at 15.*		
III-3	**Does WorldCom have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System (SONET ring)?** *Meet Point Interconnection Should the selection of a fiber meet point method of interconnection (jointly engineered and operated as a SONET ring) be at AT&T's discretion or be subject to the mutual agreement of the parties?*	**Attachment IV, Section 1.1.2 and Section 1.1.5 et seq.:** **1.1.2 Verizon shall provide Interconnection at any Technically Feasible point, by any Technically Feasible means, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCIm originates local, intraLATA toll, or Meet Point Switched Access traffic and interconnects with Verizon.** **1.1.5 Fiber Meet** **1.1.5.1 Fiber Meet is the preferred network Interconnection method of the Parties. Where the Parties interconnect their networks**	**WorldCom has the right to any technically feasible means of interconnection and a Fiber Meet Point arrangement operated as a SONET ring is a commonly used, technically feasible, form of interconnection. (Grieco/Ball Direct, 7/31, at 67-68).** **WorldCom has proposed comprehensive, detailed language regarding the engineering and operation of the fiber meet point arrangement. However, Verizon has refused to accept the contract language proposed by WorldCom which specifies in detail the terms for Fiber Meet Point interconnection arrangements. Verizon asserts that its consent is**	3. Alternative Interconnection Arrangements 3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish an End Point Fiber Meet arrangement, which may include a SONET backbone with an optical interface at the OC-n level in accordance with the terms of this Section. The Fiber Distribution Frame at the **CLEC location shall be designated as the POI for both Parties. 3.1.2 The establishment of any End Point Fiber Meet arrangement is expressly conditioned upon the	Verizon VA is willing to provide WorldCom and AT&T a mid-span fiber meet point of interconnection. Verizon VA and Cox have reached an agreement with respect to mid-span meets and there is no reason why WorldCom and AT&T cannot reach the same agreement with Verizon VA. The CLECs and Verizon VA should mutually agree on when and where they establish the mid-span meet. Such interconnection must be by mutual agreement because this form of interconnection requires a high degree of joint provisioning, maintenance, and utilization. This type of interconnection is also based on location, size, and type of facilities

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			Network Architecture		
		pursuant to a Fiber Meet, the Parties shall jointly engineer and operate the Interconnection as a single SONET transmission system for the transmission and routing of Telephone Exchange Service and Exchange Access. **1.1.5.2 The Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. Each Party is responsible for designing, provisioning, ownership, and maintenance of all equipment and facilities on its side of the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. The Parties will work cooperatively to achieve equipment compatibility. Requirements for the Interconnection specifications will be defined in joint engineering planning sessions between the Parties. MCIm shall document the specifications as they are developed and distribute them to Verizon.**	**required for this interconnection.** **Under a mid-span meet point arrangement each party provides one-half the fiber and its own fiber optic terminal. This form of interconnection provides route diversity and benefits the customers of both companies by allowing re-routing of traffic in the event one of the rings is disabled. (Grieco/Ball Direct, 7/31, at 65).** **The Local Competition Order identifies this as a technically feasible form of interconnection. Moreover, it is currently in use between WorldCom and many ILECs. (Grieco/Ball Direct, 7/31, at 68).** **Verizon cannot condition this form of interconnection on its mutual agreement or consent. Verizon cannot exercise a veto over this technically feasible form of interconnection—and if Verizon's consent is required, Verizon can veto this form of interconnection. (Grieco/Ball Direct, 7/31, at 70; Grieco/Ball Rebuttal, 8/17, at 41).** **State PUCs have rejected Verizon's proposal to condition a mid-span fiber meet point interconnection on its consent. (Grieco/Ball Direct, 7/31, at 69).** **WorldCom has proposed**	Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the End Point Fiber Meet arrangement. 3.1.3 Except as otherwise agreed by the Parties, End Point Fiber Meet arrangements shall be used only for the termination of Local Traffic, Internet Traffic, and IntraLATA Toll Traffic. 3.2 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may also agree to establish a Midspan Fiber Meet arrangement. If the Parties so agree, they will jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they interconnect their networks for the transmission and routing of traffic via a Local Channel facility. The Parties shall work jointly to determine the specific transmission system. The SONET	available and to be installed, as well as potential cost sharing for any new installations. The Parties must agree, among other things, on traffic type, equipment used, compensation, maintenance, and POI locations. In addition, the Parties must reach some understanding on traffic forecasts and make sure that compatible equipment and electronics are being used. The resolution of these issues is normally dependant upon the specific site selected for the mid-span meet. Because of the technical issues associated with a mid-span fiber meet point of interconnection, the Parties need to reach mutual agreement. It is not Verizon VA's intention to obtain a veto over the CLECs' desire to utilize a mid-span meet. Instead, because this is an arrangement that is supposed to be beneficial to both Parties and Verizon VA needs to maintain its network according to its standards, Verizon VA and the CLECs should mutually agree on the mid-span meet. Any mid-span fiber meet arrangement must also take into consideration where Verizon VA has available fiber. If Verizon VA has to provision it specifically for a Petitioners, Verizon VA would be providing that Petitioner access to an "unbuilt

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			Network Architecture		
		The Parties will use good faith efforts to develop and agree on these specifications within 30 days after the determination by the Parties that the specifications will be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them. If the Parties cannot agree on the specifications, the Parties shall implement MCIm's specifications, unless Verizon can prove that such specifications are not Technically Feasible, in which case the Parties shall implement any other Technically Feasible specifications selected by MCIm. Specifications are presumed to be Technically Feasible if Verizon or any other ILEC has previously implemented the same specifications. **1.1.5.2.1 Unless otherwise specified by MCIm, the minimum data rate hand off of the SONET transmission system must be at OC-48 or higher. Unless otherwise requested by MCIm, the Parties shall turn the Data Communication Channel (DCC) of the SONET signal containing alarm, surveillance, and performance information to off.** **1.1.5.2.2 Verizon shall, wholly at its**	**comprehensive, detailed language regarding the engineering and operation of the fiber meet point arrangement and there is no reason to delay agreement on these terms to a later negotiation, as Verizon proposes. There is no reason to delay these details to a Memorandum of Understanding, to be worked out later, post-arbitration, as Verizon proposes. (Grieco/Ball Rebuttal, 8/17, at 42).** **WorldCom has 40 mid-span meets in operation with ILECs as diverse as BellSouth, Pacbell, Ameritech, Southwestern Bell, Sprint, and Broadwing. (Grieco/Ball Rebutttal, 8/17, at 42).** *AT&T has the legal right to choose both the method and location of interconnection. Specifically, AT&T has the sole right as a CLEC, pursuant to the Act, FCC regulations and the Local Competition Order to require any technically feasible method of interconnection, and that right includes the right to select the method as well as the location of the interconnection. Local Competition Order at 549; 47 C.F.R. 51.321`(a). Moreover, the FCC has found that Meet-Point interconnection is a technically feasible method of interconnection. 47 CFR*	transmission equipment deployed by the Parties must be compatible with the technical specifications determined by the Parties, and the Data Communications Channel (DCC) must be turned off. The Parties shall meet within a reasonable period of time to determine the technical specifications for the transmission system, and existing systems shall be given priority in the selection of the specifications, provided the existing systems' capacity meets the Parties' combined two-year forecasts. The establishment of any Midspan Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Midspan Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as	superior" network. Each Party is responsible for the costs associated with the "build out" of its facilities. Petitioners cannot circumvent this rule by picking the least expensive point on their network and force Verizon VA to bear a disproportionate amount of the cost. This Commission envisioned that a mid-span meet would be an efficient form of interconnection. By allowing Petitioners to dictate where in Verizon VA's network a mid-span meet should be constructed, Petitioners are the only Party to realize any "efficiencies." This is another reason why a mid-span meet arrangement should be by mutual agreement. Verizon VA Direct Testimony on Non-Mediation Issues, pages 24-28; Verizon VA Rebuttal Testimony on Non-Mediation Issues, pages 15-17.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon VA Rationale
			Network Architecture		
		own expense, procure, install, and maintain the specified Fiber Optic Terminal (FOT) equipment in each Verizon Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all logical trunk groups in accordance with the requirements of this Attachment IV. **1.1.5.2.3 MCIm shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCIm Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all logical trunk groups in accordance with the requirements of this Attachment IV.** **1.1.5.2.4 MCIm shall designate a manhole or other suitable entry way located outside Verizon's Wire Center as a Fiber Meet facility hand off point and shall make all necessary preparations to receive, and to allow and enable MCIm to deliver, fiber optic facilities into that manhole, providing sufficient spare length of Optical Fire Resistant (OFR) cable to reach the FOT equipment in Verizon's Wire Center. MCIm shall deliver and maintain such strands wholly at its**	*51.321(b)(2). Consistent with these interconnection rights, AT&T has proposed it may select, at its sole discretion, Meet Point interconnection as its method of interconnection, and also it may select the location of the splice point and the wire centers for the location of the terminating equipment. Verizon objects to AT&T's proposal, asserting that mutual agreement should be required for meet point interconnection because this method of interconnection requires joint provisioning and utilization. Verizon Direct Network Architecture Testimony Non-Mediated Issues at 24.* *Meet Point interconnection is a method of interconnecting with the ILEC's network whereby the parties jointly establish a fiber optic facility system utilizing SONET protocol and each party provides fiber optic terminating equipment located in its own serving wire center. Fiber optic strands originate from the terminating equipment on each end and meet at a fiber splice point (meet point) between the serving wire centers. Revised Talbott/SchellDirect Testimony Non-Mediated Issues at 71. The POI for AT&T's traffic would be located at the terminating facilities' point on Verizon's network, and the POI for Verizon's traffic would be at the*	reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered. **3.2.1 Should the Parties reach agreement on all the issues necessary to establish a Midspan Fiber Meet set forth in Section 3.2, the following conditions shall apply to the Parties' Midspan Fiber Meet arrangement:** **3.2.1.1 Verizon shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Verizon Interconnection Wire Center ("VIWC");** 3.2.1.2 MCIm shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the MCIm Interconnection Wire Center ("MCIm Wire Center"); **3.2.1.3 Each Party shall deliver and maintain its fiber wholly at its own expense. Upon request by MCIm, Verizon shall allow MCIm access to the Midspan Fiber Meet**	

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			Network Architecture		
		own expense. Verizon shall take the fiber from the manhole and terminate it inside Verizon's Wire Center in the FOT equipment at Verizon's expense. **1.1.5.2.5 MCIm shall designate a manhole or other suitable entry way outside MCIm's Wire Center as a Fiber Meet facility hand off point and shall make all necessary preparations to receive, and to allow and enable Verizon to deliver, fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment in MCIm's Wire Center. Verizon shall deliver and maintain such strands wholly at its own expense. MCIm shall take the fiber from the manhole and terminate it inside MCIm's Wire Center in the FOT equipment at MCIm's expense.** **1.1.5.2.6 Alternatively, MCIm may designate a common facility hand off point between the Parties' networks. Both Parties shall deliver their fiber optic facilities into that common facility hand off point, providing sufficient spare length of OFR cable to enable a SEICOR closure. Each Party shall be responsible for the delivery and maintenance of facilities on its side**	*terminating facilities point designated by AT&T on its network. The Parties share the use of the Meet-Point facility that spans the two parties' wire centers.* *AT&T proposes a process whereby it would notify Verizon that it chooses to interconnect via Meet Point interconnection and identify the Verizon and AT&T wire centers that would be the terminating points for the mid-span, as well as the location of the splice point between those wire centers. AT&T has proposed that unless otherwise agreed to, each party shall bear all expenses associated with the purchase of equipment, materials, or services necessary to install and maintain the Meet Point arrangement on its side of the fiber splice. Id. at 73. This proposal makes sense because all equipment and facilities on the party's side of the fiber splice will belong to and be maintained by that party. Moreover, this proposal is consistent with the FCC's acknowledgment in the Local Competition Order that each party needs to build out its own facilities in order to establish a Meet Point interconnection. Local Competition Order at ¶553. AT&T also agrees to equally share the construction costs associated with any buildout, regardless of the location of*	**entry point for maintenance purposes as promptly as possible;** **3.2.1.4 The Parties shall coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system;** **3.2.1.5 Each Party will be responsible for (i) providing its own transport facilities to the Midspan Fiber Meet, and (ii) the cost to build-out its facilities to such Midspan Fiber Meet."** ***4.3 Mid-Span Fiber Meets*** *4.3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement in accordance with the terms of this Section 4.3 which may include a SONET backbone with either an electrical interface at the DS-3 level or an optical interface at the OC-n level in accordance with the terms of this Section. To the extent the Parties mutually agree to*	

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			Network Architecture		
		of the common facility hand off point at its own expense. **1.1.5.2.7 Each Party shall use its best efforts and cooperate with the other to ensure that fiber received from the other Party will enter the Party's Wire Center through a facility hand off point separate from that which the Party's own fiber exited. Each Party shall research the fiber routes to ensure diversity and report to the other Party in writing the location and distance of fiber running in close proximity.** **1.1.5.2.8 Subject to the security requirements specified in this Agreement, each Party shall allow the other access to the Fiber Meet entry points for maintenance purposes upon oral request.** *AT&T's Section 4.0 et seq and Schedule 4., including, but not limited to Part B, section 1.6 & 2.6:* *1.6 Mid-Span Fiber Meet - is an interconnection method whereby the Parties jointly establish a fiber optic facility system, with each Party providing the appropriate fiber optic terminal equipment located in its serving wire center*	*the fiber splice. This cost sharing arrangement ensures that Verizon will not be unfairly burdened if the splice point is located closer to AT&T's wire center, or if for some other reason, it costs Verizon more to construct its side of the meet point. Revised Talbott/SchellDirect Testimony Non-Mediated Issues at 73.* *While AT&T agrees with Verizon that joint provisioning and shared utilization are involved when implementing Meet Point interconnection, it does not agree that this fact mandates that the ILEC agree to the selection of the method and the location of the meet point. The law contains no such exemption and there is no technical reason that the issue of selection and location of the Meet Point facility would of necessity mandate mutual agreement. Id. at 72.* *However, even though AT&T does not agree that mutual agreement is required to select Meet Point interconnection as a method of interconnection, or to select the location for the Meet Point facilities, it does agree that numerous details regarding the arrangement, such as routing issues, determining facility system size (OC-n) based on traffic*	*establish a Mid-Span Fiber Meet arrangement that utilizes a SONET backbone with an optical interface, the Fiber Distribution Frame at the AT&T location shall be designated as the POI for both Parties.* *4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, reasonable distance limitations, the types of traffic carried via such Mid-Span Fiber Meet arrangement and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement.*	

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			Network Architecture		
		designated by AT&T and the appropriate fiber optic cable strands between its serving wire center and a splice location designated by AT&T. *1.6.1 The Parties shall provision any Mid-Span Fiber Meet by initially allocating the use of the facilities equally, with half the facility channels allotted to the use of AT&T, and half of the facility channels allotted to the use of VERIZON. Neither Party shall take any action that is likely to impair or interfere with the other Party's use of its allotted facilities.* *1.6.2 If AT&T elects to interconnect with VERIZON through a Mid-Span Fiber Meet arrangement, such arrangement shall utilize SONET protocol and provide the Parties multiple DS-3 interfaces or mutually agreed upon OC-n interfaces. In the event a Mid-Span Fiber Meet arrangement is utilized, unless the Parties agree otherwise, each Party agrees to bear all expenses associated with the purchase of appropriate equipment, materials, or services necessary to install and maintain such arrangement on its side of the fiber splice. The reasonably incurred construction costs for a*	*forecasts, and selecting equipment type, should be mutually agreed upon, and it provides for such mutual agreement in its proposed language. Id. at 73-74. AT&T also provides that if the Parties cannot agree on these implementation related terms, the issues should be resolved via the dispute resolution methods in the Agreement. Id. at 74. In this way Verizon's stated concerns relating to the details associated with joint provisioning and use can be specifically resolved without eliminating AT&T's right to choose its method and location for interconnection.* *ENDNOTES* *1/ Specifically, the POI would be a cross connecting device such as a DSX (electrical) or LGX (optical) cross connect panel associated with the terminating equipment. Revised Talbott/SchellDirect Non -Mediated Issues at 71 n.63.*		

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			Network Architecture		
		Mid-Span Fiber Meet established pursuant to this Section will be shared equally (i.e., 50:50) between the Parties, unless otherwise agreed in writing. No other charges shall apply to either Party's use of its allotted facilities over such Mid-Span Fiber Meet arrangement for the term of the Agreement. Augments to the Mid-Span Fiber Meet shall be mutually agreed to by the Parties in writing. Either Party may purchase transport capacity on the Mid-Span Fiber Meet arrangement allotted to the other Party when the other Party has spare capacity. Spare capacity shall mean an existing unused DS3 facility between the Mid-Span Fiber Meet fiber optic terminals that the providing Party does not plan to use within the next twelve months immediately following the request for spare capacity. A Party must respond to a request for spare capacity from the other Party within ten (10) business days notifying the other Party whether the spare capacity exists. If spare capacity is available, the providing Party shall provision the spare capacity within thirty (30) business days from the date of the request if no significant equipment hardware and/or software additions or changes are			

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			Network Architecture		
		required. If significant hardware and/or software additions or changes are required, the providing Party shall provision the spare capacity within a commercially reasonable time frame using commercially reasonable efforts to minimize the amount of time required to effectuate such required additions or changes, but in no event later than one hundred twenty (120) business days from the date of the request. After provisioning of the spare capacity is completed, the Party receiving the spare capacity may place orders for services using that spare capacity. Once orders are submitted by the Party receiving the spare capacity, the standard provisioning intervals will apply based on the types of services requested, provided that all necessary facilities beyond the Mid-Span Fiber Meet fiber optic terminals are available. The rate charged by one Party to the other Party for such spare capacity shall be no more than the rates set forth in Exhibit A (Pricing) for UNE-Dedicated Transport. *1.6.3 The originating Party is responsible for transporting its traffic from the cross-connection device (e.g., DS-X or LG-X panel) serving the terminating Party's*			

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			Network Architecture		
		terminating electronics for the Mid-Span Fiber Meet to the POI that is applicable to the traffic which is being terminated. The originating Party shall provide or cause to be provided any transport needed to deliver its traffic to any such POI that is not within the same serving wire center as the Mid-Span Fiber Meet terminal equipment. The Parties will utilize one of the interconnection methods set forth in this Part B Section 1 or Section 2, as applicable, for any such additional transport. *1.6.4 In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement the Parties agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions*			

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			Network Architecture		
		shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 28.11 of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by VERIZON of AT&T's complete and accurate response to the VERIZON Mid-Span Fiber Meet questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties.			

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		Network Architecture			
		The timeframes specified in this section are contingent upon AT&T's completing its milestones agreed to at the initial implementation meeting on time. If AT&T obtains dark fiber from a third party for its portion of the fiber optic cable, AT&T shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay VERIZON's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered. *1.6.5 Unless the Parties otherwise mutually agree, the SONET data control channel will be disabled.* *2.6 Mid-Span Fiber Meet –*			

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			Network Architecture		
		interconnection of each Party's fiber cable at a location to which the parties have mutually agreed. Such arrangements, when at the request of Verizon, are subject to the mutual agreement of the Parties. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.			
III-3-a	*Should Mid-Span Fiber Meet facilities be established within 120 days from the initial mid-span implementation meeting?*	*AT&T's Section 4.0 et seq and Schedule 4., including, but not limited to section 1.6.4:* *In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement the Parties agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If,*	*Verizon needs to give AT&T firm interconnection activation dates associated with mid-span interconnection. Verizon, however, is unwilling to agree to a specific time frame, but rather wants to hold meet point interconnection hostage to Verizon's approval of all implementation details relating to the mid-span interconnection.* *Verizon states it will agree to 120 days for implementation but only if the 120 days does not begin to run until the Parties have agreed to all the details in a Memorandum of Understanding (MOU). Verizon Response at 30; Verizon Direct Network Architecture Non-Mediated Issues Testimony at 27. However, by requiring the signing of the MOU before the implementation time frame can begin to run, Verizon is in essence not committing to any time*	*4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, reasonable distance limitations, the types of traffic carried via such Mid-Span Fiber Meet arrangement and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement.*	In most cases, Verizon VA can establish a mid-span fiber meet point within 120 days, provided there is agreement on when the 120 days begins to run. Verizon VA believes that the 120 day interval cannot begin until the Parties sign a MOU and not, as AT&T claims, 10 days after Verizon VA receives AT&T's response to its questionnaire. The Parties need to negotiate the technical and operational details specific for each unique arrangement before construction, engineering, and implementation work can begin. For instance, if the CLEC wants to use an exotic piece of equipment, such as a special fiber optic multiplexer with a long vendor delivery time, or if there is a large amount of new fiber optic construction needed, Verizon VA will not be able to establish a mid-span fiber meet within 120 days. As it is, the 120 days represents an expedited interval for Verizon VA to engineer,

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			Network Architecture		
		despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 28.11 of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by VERIZON of AT&T's complete and accurate response to the VERIZON Mid-Span Fiber Meet questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this section are contingent upon AT&T's completing its milestones agreed to at the initial implementation meeting on time. If AT&T obtains dark fiber	*frame at all.* *Meet Point interconnection should not be held hostage to Verizon's mutual agreement on all the implementation details, but this is precisely what Verizon's "activation commitment" would require. AT&T has a right to meet point interconnection and this right should, like all other interconnection rights, be provided in a timely manner – it should not be an open ended process subject to Verizon's whims and unilateral actions. A CLEC must be able to rely upon a time frame for interconnection in order to effectuate its business plans, serve customers, and otherwise address increased demand. Revised Talbott/SchellDirect Testimony Non-Mediated Issues at 76.* *AT&T's proposal provides that the Meet Point facilities should be implemented within 120 days from an initial implementation meeting (Section 1.6.2). It is at this initial meeting that the Parties will discuss the detailed implementation plans relating to system size, equipment type, routing, etc .Id. AT&T's language provides that if the Parties cannot agree to the material terms at that meeting, the dispute resolution terms of the agreement should apply. AT&T's language also provides that the Parties can mutually agree to stay*		order, accept, and turn-up *standard fiber optic multiplexer* equipment from its vendors within its own network. Nevertheless, once the Parties have signed the MOU that defines the technical specifics of the mid-span fiber meet, Verizon VA can usually establish a mid-span fiber meet point of interconnection within 120 days. Contrary to AT&T's argument, it is not Verizon VA's intent to hold-up AT&T's mid-span meet. Nonetheless, as the Commission recognized in the *Local Competition Order*, there must be some sort of agreement between the parties with respect to the mid-span meet. Verizon VA's proposal is consistent with the *Local Competition Order*. Verizon VA Direct Testimony on Non-Mediation Issues, pages 27-28.

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			Network Architecture		
		from a third party for its portion of the fiber optic cable, AT&T shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay VERIZON's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.	*the implementation date or either party can request a stay from the state commission. With stays limited to these two circumstances, AT&T can reasonably rely upon an interconnection time frame and thus be assured of a fair and timely interconnection process. Id. The proposal, however, also protects Verizon, because it provides Verizon with the opportunity to request and be granted a stay whenever there are legitimate circumstances that will prevent it from meeting the deadline. Thus, AT&T's proposal is reasonable and consistent with the law and should be adopted.*		
III-4	**Should the Interconnection Agreement include detailed provisions addressing network servicing responsibilities, including the development and exchange of joint non-binding forecasting responsibilities; Verizon's financial responsibility to provision trunks within the stated interval; the grade of service (blocking standard) to be maintained; trunk ordering procedures and trunk provisioning intervals; procedures for planning and provisioning of major projects;**	**The Parties shall meet at least twice per year to discuss traffic forecasts. To the extent possible, the meetings shall be coordinated to fit within each Party's respective capital budget cycle. At each forecast meeting, MCIm shall provide forecasts for one-way and two-way traffic. MCIm's forecasts for Verizon-originated traffic shall be based on DIXC data provided by Verizon to MCIm for both one-way and two-way trunks.**	**The Interconnection Agreement should contain detailed provisions regarding trunk forecasting, grade of service, and trunk ordering and servicing. These provisions will facilitate the establishment and maintenance of trunks between the parties. Verizon has not identified any problems with the terms proposed by WorldCom but merely asserts that they are not necessary. (Grieco Direct, 8/17, at 1; Grieco Rebuttal, 9/5, at 2-3).**	**2.4.2 On a semi-annual basis, MCIm shall submit a good faith forecast to Verizon of the number of End Office and Tandem Two-Way Local Interconnection Trunks that MCIm anticipates that Verizon will need to provide during the ensuing two (2) year period.** **2.4.3 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Local Interconnection**	Because Petitioners are the only Party who can project how much traffic they will receive from Verizon VA, they are the only Party who can provide trunking forecasts. For example, if Petitioners target customers who primarily receive calls, most of those calls will come from Verizon VA customers, and Verizon VA will have to provide the facilities to deliver those calls to Petitioners. Verizon VA, however, does not have Petitioner's marketing information and, thus, does not have

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	and testing of trunks prior to turn up? ***Forecasting*** *Should AT&T be required to forecast Verizon's originating traffic and also provide for its traffic, detailed demand forecasts for UNEs, resale and interconnection?*	**If, prior to the next regularly scheduled forecast meeting, the Parties discover that a forecast was in error by 50% or more, the Parties shall meet as soon as practicable to revise the forecasts.** **If a forecast is agreed to by Verizon, the Parties will monitor trunk usage after 60 days from the implementation of the trunks pursuant to the forecast. If trunk utilization is 80% or more, then trunks will be added. If trunk utilization is 60% or less, then trunks will be removed to bring the utilization over 60%.** **If a forecast is not agreed to by Verizon, the Parties will wait 90 days after implementation of the trunks pursuant to the forecast, in order to allow usage levels forecasted by MCIm to be achieved. After this 90-day period, the trunk usage shall be adjusted as described above.** **Grades of service for trunks shall be as described in this Agreement.** **Unless otherwise specified in this Agreement, orders between the Parties to establish, add, change, or disconnect trunks shall be processed by use of an Access**	**The agreed to terms regarding trunk forecasting are set forth at pages 2-3 of the Grieco Direct, 8/17. Contract language to memorialize this agreement was forwarded to Verizon, is set forth at pages 2-3 of the Grieco Rebuttal (9/5) and is attached hereto.** **The sole area of disagreement concerns Verizon's proposal to impose penalties for incorrect forecasts. This is an incorrect position because 1)WorldCom has agreed to do the forecasting for both parties; 2)Verizon will do none of the forecasting work yet wants to penalize WorldCom for inaccurate forecasts; 3)forecasting is an attempt to estimate future usage which cannot be done with complete accuracy; 4) penalties are discriminatory as Verizon does not impose them on all carriers; 5) Verizon is not harmed by over-forecasts because excess trunks can be taken down. (Grieco Direct, 8/17, at 3-4).** **The grade of service and trunk ordering and provisioning terms agreed to by the parties are set forth on pages 5-6 of the Grieco Direct, 8/17; Grieco Rebuttal, 9/5, at 6-7); and are attached hereto. Given the agreement on these**	**Trunks to determine the need for new trunk groups and to plan any necessary changes in the number of Two-Way Local Interconnection Trunks.** **2.4.8 The Parties will review all Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. If the Parties agree that the forecasted growth for these trunk groups will exceed the applicable design blocking objective, MCIm will promptly issue an ASR to augment these trunk groups. Tandem Two-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) shall be augmented by MCIm promptly submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Local Interconnection Trunk group that fails to achieve a utilization level of sixty percent (60%), unless the Parties agree otherwise, MCIm will promptly submit ASRs to**	the necessary information to forecast how many calls Verizon VA customers will make to the Petitioners' customer. The Petitioners should provide Verizon VA with trunk forecasts to ensure that trunk groups do not exceed their design blocking threshold and to ensure adequate switching infrastructure deployment to meet Petitioners' service requirements within standard intervals. The forecasts are based upon the Petitioners' business plans and marketing strategy. Because the Petitioners are the only Party privy to this information, it should provide Verizon VA with trunk forecasts. **With respect to WorldCom, it was Verizon's understanding that WorldCom agreed to provide Verizon with WorldCom's inbound and outbound traffic forecasts provided that Verizon VA provided WorldCom with DIXC data. As indicated in Verizon's proposed contract language, it has done so.** **Regarding WorldCom's other proposed contract sections to which Verizon VA has not agreed, specifically §§ 4.1 and 4.3 of WorldCom's Attachment IV, Verizon VA maintains that they are**

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		Service Request ("ASR") from MCIm to Verizon, using OBF standards. **At either Party's request, the Parties shall work cooperatively to coordinate major large network interconnection projects that require related work activities between and among Verizon and MCIm work groups, including but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point Trunk Groups and service in a new area, NXX code moves, re-homes, facility grooming, or network rearrangements. Major projects will be provisioned within a reasonable time.** **MCIm and Verizon agree to exchange escalation lists which reflect contact personnel, including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. MCIm and Verizon agree to exchange an up-to-date list promptly following changes in personnel or information.** **The Parties shall cooperate with each other to test all trunks prior to turn up.**	**terms, language memorializing the agreement should be included in the Interconnection Agreement.** **Inclusion of detailed terms regarding forecasting, grade of service, and trunk ordering and provisioning in the Interconnection Agreement will insure an adequate level of service to customers and will eliminate uncertainty about the process for ordering and provisioning trunks. (Grieco Rebuttal, 9/5, at 5-7).** **Many of the contract terms proposed by WorldCom were negotiated and agreed to by Verizon for inclusion in the current contract. (Grieco Direct, 8/17, at 6).** *Each party is in the best position to manage its own traffic and its own network without unnecessary influence or interference by the other Party. Consistent with that principle, Verizon and AT&T have agreed to deploy a network interconnection architecture that uses one-way trunks. It naturally follows, since each originating Party will be designing its own interconnection network (i.e., determining the most efficient routing of its traffic irrespective of the other Party's interconnection network design), that the originating Party is*	**disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. In the event MCIm fails to submit an ASR for Two-Way Local Interconnection Trunks in conformance with this section, Verizon may bill MCIm for the excess Local Interconnection facilities at the applicable rates provided for in the Pricing Attachment.** **2.4.9 The standard on final Two-Way Local Interconnection Trunks is that no such Local Interconnection Trunk group will exceed its design blocking objective (B.005 or B.01, as applicable) for three (3) consecutive calendar traffic study months.** **2.4.10 Because Verizon will not be in control of the timing and sizing of the Two-Way Local Interconnection Trunks between its network and MCIm's network, Verizon's performance on these Two-Way Local Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as**	**unnecessary. Including these detailed provisions to address the trunk ordering and trunk servicing areas that WorldCom and Verizon VA are already adequately handling on an informal basis will create a level of administration that will impede the flexibility needed in this area. Network planning is not an exact science, and cannot be reflected in precise formulas. That is what WorldCom's proposed language attempts to do, and it is unnecessary.** **In the list of areas that Mr. Grieco provided in his direct testimony on mediation issues on pages 2-3, Verizon VA cannot and did not agree to numbers 4 - 7. As with §§ 4.1 and 4.3, the items listed in 4, 5, and 7 are unnecessary because it is not up to Verizon VA to agree or disagree with the trunk forecast provided by WorldCom. Verizon VA merely accepts WorldCom's good faith trunk forecast, aggregating it with other good faith trunk forecasts provided by other carriers. Verizon VA uses this information, as well as additional forecast information, and the combined result will guide the expansion and growth of additional switching equipment for Verizon VA's switches. If WorldCom, in**

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		Trunk Forecasting **Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities or equipment become available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. The forecasts shall include:** **Yearly forecasted trunk quantities to each of Verizon's End Offices and access Tandem Office(s) affected by the exchange of traffic (which include measurements that reflect actual Tandem and End Office Local Interconnection and meet point trunks and tandem-subtending Local Interconnection End Office equivalent trunk requirements for no more than two years (current plus one year) by traffic type (local/toll, operator services, 911, etc.), Access Carrier Terminal Location (ACTL), interface type (e.g., DS1), and trunks in service each year (cumulative);** **The use of A location/Z location Common Language Location**	*in the best position to forecast the volume of traffic expected on the routes it has included in the design of its interconnection network. AT&T's original proposal that each party forecast its own traffic to the other party reflects that belief. Revised Talbott/SchellDirect Testimony Mediated Issues at 2-3.* *During negotiations on this issue, AT&T offered a compromise proposal that provided to the extent that traffic exchanged between the parties is reasonably in balance, i.e., an inbound-outbound ratio of 3 to 1 or less, each party would forecast its own traffic. If traffic is out of balance, i.e., an inbound-outbound ratio greater than 3 to 1, then the party terminating the larger share of traffic would forecast both inbound and outbound traffic. Responsibilities for providing traffic forecasts would be assigned solely to one party or to each party pursuant to the proposed terms for the following semi-annual forecast, based on the inbound-outbound traffic ratio for the preceding semi-annual period. Id. at 3.* *This proposal fully addresses Verizon's assertion that CLECs which target customers with high inbound traffic requirements would be in a*	**otherwise required by Applicable Law, under any FCC or Commission approved carrier-to-carrier performance assurance guidelines or plan.** **5.2.7 Grades of Service. The Parties shall initially engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 13.1.** **13.1 Joint Network Implementation and Grooming Process.** Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia. **13.1.1 standards to ensure that Local Interconnection Trunks experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within Verizon's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Except as otherwise stated in this Agreement,**	**between the semi-annual trunk forecasts it provides, realizes a trunk forecast has substantially changed, Verizon VA would like to receive a current updated forecast from WorldCom.** **With respect to item 6, Verizon VA does not understand, and for that matter did not agree, to a "15% overhead." Verizon VA assumes a "15% overhead" would mean that the 80% utilization level to augment trunks (that Verizon VA did agree to) would really become 65%. This "15% overhead" would also mean that the 60% utilization to disconnect trunks (that Verizon VA did agree to) would really become 45%. This is unacceptable to Verizon VA and would result in a significantly better grade of service than the grade of service at which Verizon VA's trunk groups operate.** *With respect to AT&T's "forecast" issue, The trunk forecasting process was developed through a New York PSC collaborative working group. The New York PSC staff, Verizon, and the CLECs, including AT&T, participated in this effort. The trunk forecasting collaborative was part of a larger effort by the New York PSC to develop operational performance*

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		Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and **Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.** *The appropriate terms and conditions governing forecasting are found at AT&T's Proposed Contract Section 10.3, as follows:* *10..3.1 Forecasting Requirements for Trunk Provisioning AT&T shall provide VZ a two (2) year traffic forecast of outbound trunks. The forecast shall be updated and provided to VZ on an as-needed basis, but no less frequently than semiannually. All forecasts shall comply with the VZ CLEC Interconnection Trunking Forecast Guide and shall include, where applicable, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for AT&T-POI's and VZ-POI's), interface type (e.g., DS1), and trunks in service(if applicable) and trunks required each year*	*better position to forecast that traffic. This proposal also meets AT&T's need to have comparable obligations on Verizon and AT&T where local traffic exchanged between the parties is roughly in balance. Id.* *Verizon rejected this compromise proposal stating that the compromise proposal does not address Verizon's need for a forecast. Verizon Rebuttal Network Architecture Testimony Mediation Issues at 2. It claims that since it does not possess AT&T's marketing information, it therefore doesn't have the information needed to forecast how many calls Verizon customers will make to AT&T's customers. Id. at 3.* *Verizon is being unreasonable by rejecting this compromise proposal. AT&T's compromise proposal is reasonable and properly balances the forecasting obligations of both parties and should be adopted. The New York Public Service Commission recently adopted this proposal in AT&T's arbitration with Verizon in New York. Order, Joint Petition of AT&T Communications of New York, Inc., TCG New York, Inc., and ACC Telecommunications Corp. Pursuant to Section 252 (b) of the Telecommunications Act of 1996 for Arbitration to establish an*	**trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01 and B.05 as appropriate.** **13.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;** **13.1.3 disaster recovery provision escalations;** **13.1.4 additional technically feasible and geographically relevant IP(s) in a LATA as provided in Section 8; and** **13.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.** 13.3 Forecasting Requirements for Trunk Provisioning. Within ninety (90) days of executing this Agreement, MCIm shall provide Verizon a two (2) year traffic forecast. This initial forecast will	*standards, remedies, and penalties. The trunk forecasting process from the New York collaborative requires the CLECs to provide semi-annual trunk forecasts for both the trunks carrying calls from the CLECs' network to Verizon's network, as well as the trunks carrying calls from Verizon's network to the CLEC's network.* *Verizon VA uses trunk forecasts from AT&T, and all CLECs, in its planning process to size and time additions to the switching infrastructure for trunks. The planning, engineering, ordering, and installation of this equipment requires relatively long lead times. Trunk forecast information is used to decide how big an addition to make (sizing), as well as when to engineer and order the addition (timing). Having sufficient trunking capacity in place on Verizon VA's switches, in advance of provisioning interconnection trunks between Verizon VA's switches and AT&T's switches, is critical to Verizon VA's ability to offer standard trunk provisioning intervals and to meet operation performance standards for trunk provisioning and trunk blocking.* *As stated above, AT&T is best able to forecast this information. This is why*

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		(cumulative). *See also section 10.3.3* *If the volume of local and intraLATA toll traffic exchanged between the Parties is out of balance (which, for the purposes of this Section 10.3 shall be defined as the volume of such traffic originating on one Party's network being greater than three times the volume of such traffic originated on the other Party's network), then the Party originating the lesser volume of local and intraLATA toll traffic shall provide the other Party a trunk forecast in accordance with this Section 10.3 for local and intraLATA toll traffic in both directions (i.e., ingress and egress). If the volume of local and intraLATA toll traffic exchanged between the parties is in balance (i.e., the volume of such traffic originating on one Party's network is no greater than three times the volume of such traffic originated on the other Party's network), then each Party shall provide the other Party a trunk forecast in accordance with this Section 10.3 for local and intraLATA toll traffic originating on its network (i.e., egress only).* *Part of Issue III-4 (Issue and VII-2) re demand management forecasts has*	*Interconnection Agreement with Verizon New York, Inc., Case 01-C-0095 at 42 (July 30, 2001). The Commission should do the same.*	provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for MCIm-IPs and Verizon-IPs), interface type (e.g., DS1), and trunks in service each year (cumulative). **13.3.1 Initial Forecasts/Trunking Requirements. Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom MCIm decides to market its services, Verizon will be largely dependent on MCIm to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. Verizon will, as an initial matter**	*the CLECs agreed to this approach in the New York PSC trunk forecasting collaborative. The growth in CLEC interconnection trunks has been explosive and volatile. For example, last year in Virginia, trunks carrying calls from Verizon VA's network to the CLECs' network grew 106% (50,000 trunks in service EOY 1999 grew to 103,000 trunks in service EOY 2000). If AT&T targets customers who primarily receive calls, like ISPs, and AT&T knows that most of those calls originate from Verizon VA end users, then only AT&T knows how many trunks will be required for the traffic that originates on Verizon VA's network. AT&T is the only party privy to its own marketing plans. This factor, by far, has the greatest influence on the need (both trunk quantities and trunk installation timing) for interconnection trunks required to carry calls from Verizon VA's network to AT&T's network.* *Verizon VA cannot accept AT&T's "compromise" because the 3-to-1 ratio is an arbitrary number that AT&T has thrown out to Verizon VA. It appears AT&T has arrived at this number based upon this Commission's recent ISP Remand Order. This order addressed reciprocal compensation obligations*

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		been resolved by AT&T and Verizon.		**provide the same number of trunks to terminate Local Traffic to MCIm as MCIm provides to terminate Local Traffic to Verizon. At Verizon's discretion, when MCIm expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks MCIm suggests; provided, however, that in all cases Verizon's provision of the forecasted number of trunks to MCIm is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and MCIm's previous forecasts have proven to be reliable and accurate.** **13.3.1.1 Monitoring and Adjusting Forecasts. Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at MCIm's suggestion or request pursuant to the procedures identified in Section 13.3.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial**	*for internet traffic and not the forecasting of interconnection trunks. In addition, because only AT&T knows what its strategies are, "spikes" in the amount of traffic that Verizon VA sends to AT&T can easily occur within a 3 to 1 ratio or outside the 3 to 1 ratio, but the demand on Verizon VA's facilities would still increase. To meet that demand, Verizon VA needs an accurate forecast from AT&T. Only AT&T can provide this information.* Verizon VA Direct Testimony on Mediation Issues, pages 3-6; Verizon VA Rebuttal Testimony on Mediation Issues, pages 1-5.

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				ninety (90) day period for a trunk group, Verizon determines that any trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold MCIm financially responsible for the excess facilities. **13.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that MCIm suggests or requests Verizon to establish. If, after any such (90) day period, Verizon determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold MCIm financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, MCIm may request that Verizon disconnect trunks to meet a revised forecast. In such instances, Verizon may hold MCIm financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.**	

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